

EXHIBIT 4

0001

1 AMERICAN ARBITRATION ASSOCIATION

2

3 DRK PHOTO,)

4)

Claimant,)

5)

vs.) No. 76 14300193 11

6)

JOHN WILEY & SONS,)

7)

8 Respondent.

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12 DEPOSITION OF DANIEL KRAEMANN

13 Scottsdale, Arizona

14 June 7, 2012

9:26 a.m.

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23 REPORTED BY:

24 YVONNE L. WHITEFIELD, CSR

25 (Copy) Certificate No. 50611

0017

1 older gentleman that had threatened our children over
2 riding some dirt bikes off in the countryside.

3 Q. So it was not involving photography?

4 A. Nothing to do with photography.

5 Q. At the time the Harmon & Seidman firm asked if
6 you would give a deposition in the Ted Wood case, were you
7 then currently represented by Harmon & Seidman in any
8 matters?

9 A. I don't recall if at the time I was represented
10 by them in any other matters because I don't remember the
11 exact time the deposition occurred.

12 Q. When was the first time you retained Harmon &
13 Seidman?

14 A. When was the first time? You mean a date that I
15 first -- or occasion to need their services?

16 Q. Let's start with an occasion to need their
17 services. What was the first instance in which Harmon &
18 Seidman first represented you?

19 A. Harmon & Seidman first and only represented us in
20 a case against Houghton Mifflin -- Houghton Mifflin, HMH.

21 Q. Do you know when Harmon & Seidman represented you
22 in connection with a case against HMH?

23 A. I don't know exactly. If I had to make a guess
24 at it, I would say it was around 2009. Between 2008,
25 2010. I'm not exactly sure.

0023

1 Q. Sure. You've testified so far about the case and
2 the arbitration involving HMH, correct?

3 A. Correct.

4 Q. We know because we're all here today that DRK has
5 litigation with John Wiley, correct?

6 A. Correct. We have litigation currently ongoing.

7 Q. Correct. So my question is: Other than those
8 litigations that we've just identified, has DRK ever
9 brought copyright claims against anyone else?

10 A. If the question is have we filed suits against
11 other publishers other than HMH and John Wiley, it would
12 be yes, we have, I believe.

13 Q. Who are the other publishers who you filed suits
14 against?

15 A. I'm not exactly sure of the status of this or
16 that, but there's Pearson Education -- my difficulty in
17 answering is I'm not exactly sure what's been filed.
18 We've approached several publishers to request information
19 and when they don't willingly provide audit information,
20 when they refuse to provide it, we have to turn to some
21 sort of legal system to try to induce them to compel them
22 to produce the information.

23 So we've handed over several publishers to Harmon
24 & Seidman because we have failed -- DRK Photo failed in
25 its effort to obtain information from them.

0024

1 So then we've given them to Harmon & Seidman.

2 And I don't know the standings with each one of them as to
3 whether or not litigation or suits have been filed against
4 them as of yet, or not on all of them, or if the law
5 office is just working with them on an amicable basis
6 trying to get this information from them. I don't know.

7 I don't know the line that you cross if there's
8 other litigation is in place, but I believe we filed
9 against Pearson Education. And I believe we have things
10 in the works with others, but I'm not exactly sure where
11 those stand.

12 Q. Do you know when you filed against Pearson?

13 A. I don't recall exactly. Again, I handed it over
14 to the lawyers.

15 Q. Who are the other publishers who you believe have
16 infringed your photos?

17 A. I can tell you -- I can name a couple of
18 publishers that we've approached regarding possible
19 infringements and asked them to provide information to us.

20 Q. Okay. Who are those publishers?

21 A. Pearson Education, McGraw Hill companies,
22 Scholastic, Incorporated.

23 Q. Any others?

24 A. DRK photos has its efforts with a couple of
25 people who are working with -- between the two companies,

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1 ever submitted to DRK ever unintentionally understated the
2 ultimate print run?

3 MS. BRUSS: Objection; calls for speculation.

4 MR. PENCHINA: No, it's asking him is that the
5 case.

6 THE WITNESS: Could you repeat the question?

7 (Requested portion read by the reporter.)

8 THE WITNESS: You're asking me if I ever received
9 a license request that unintentionally had the wrong
10 number on it by a human error or something like this?

11 BY MR. PENCHINA:

12 Q. Yes. Do publishers know precisely how well a
13 book is going to sell before they offer it to the market?

14 MS. BRUSS: Same objection.

15 BY MR. PENCHINA:

16 Q. You can answer.

17 A. I don't know how publishers determine how well a
18 book is going to do, how many copies to print because it
19 is hundreds of thousands of dollars, perhaps, to produce
20 these books. So, obviously, they have some accurate
21 information gathered by sales teams or previous editions.
22 I'm not sure what.

23 But I assume that what they are doing is figuring
24 out what they believe the sales should be and requesting a
25 license sufficient enough to cover that sales projection.

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1 Q. And don't your publishers sometimes ask you for
2 permission for more copies than they ultimately actually
3 produce?

4 A. We have had publishers return to us for
5 additional rights.

6 Q. Do publishers sometimes ask for more than they
7 needed?

8 A. I don't really know. I have no idea. I'm not
9 the publisher.

10 Q. So when a publisher gives you a number, you have
11 no basis for knowing whether that number meets their
12 ultimate needs or not?

13 A. DRK Photo has no idea where they got that number
14 from. I don't know. I can only assume it meets their
15 needs or why would they be using it?

16 Q. And you have no evidence that any of these
17 numbers provided to you were done so in bad faith?

18 A. I don't know in what faith they were provided to
19 me. I can only assume it was honest and good faith.

20 Q. Is it your view that Wiley knew its use was going
21 to exceed what it was requesting?

22 A. At the time we were issuing licenses over all
23 these years, I would say no. I assume this was what they
24 wanted.

25 Q. Did your view ever change?

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1 A. My view did change.

2 Q. When?

3 A. My view changed early 2010, perhaps. Around
4 there. I began to become suspicious.

5 Q. Why did you begin to become suspicious?

6 A. Because we had some photos suddenly dropped from
7 a textbook, which is very unusual.

8 Q. What was it about having photos dropped from a
9 textbook that made you suspicious?

10 A. We received a photo request for re-permissioning
11 of some photos in the fifth edition of a textbook. I
12 believe it was Strahler Physical Geography, fifth edition,
13 2010 fifth edition.

14 And I took that opportunity to ask about the
15 adequacy of our licensing for the second, third and fourth
16 editions of the same title because these pictures have
17 been used pretty consistently throughout each edition.

18 And I got this request in for the fifth edition
19 with a rush to license, we got to do this quick. And I
20 said prior to moving forward with this, can you answer
21 these questions: I would like to know some details on the
22 second, third and fourth just to find out if we're good.
23 And within a couple of days, we got an e-mail saying due
24 to deadlines, we have dropped all your pictures.

25 I had even offered, because of the deadline, I

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1 had offered a proviso licensing saying if this would help
2 your deadline, why don't we issue proviso licensing which
3 could be converted to permanent licensing conditional upon
4 things being in order on the second, third and fourth
5 editions.

6 Once they got that, they pulled the chair out
7 from under everything and dropped all our pictures.

8 Q. Why did you ask at that point about the second,
9 third and fourth editions?

10 A. I asked at that point because we were starting to
11 do a little more auditing on previous licensing.

12 Q. Why were you starting to do more auditing on
13 previous licensing?

14 A. We had some time to do it. By that time, I had
15 gone -- was involved with and perhaps closed up stuff with
16 HMM.

17 Q. When you got involved with the HMM dispute, did
18 you form a view about the textbook industry as a whole?

19 A. I wouldn't say the textbook industry as a whole,
20 no.

21 Q. What would you say?

22 A. When I got involved with HMM, we had an issue at
23 HMM. I have no other qualms with anyone else.

24 Q. Well, you have disputes with others as well?

25 A. There's disputes. We were asking questions of

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1 some other companies right now.

2 Q. Why did you start asking questions of other
3 companies?

4 A. Just began to do some audits on some of our
5 licensing.

6 Q. Why did you begin to do some audits on some of
7 your licensing?

8 A. Well, why not?

9 Q. Why then?

10 A. Why then?

11 Q. Why didn't you do audits on your licensing ten
12 years earlier?

13 A. We've always asked questions, need clarifications
14 on licensing. We have for years. We clarified things
15 with people, print runs, definitions of this and that so
16 we would get licensing correct.

17 Q. Have you always asked your customers about their
18 past usage of photos?

19 A. We have not always asked our customers about past
20 uses because once the license is issued, we assume that we
21 met their needs and it's issued and they honored it and we
22 move on to the next calendar that they're doing.

23 Q. At some point, you started asking customers about
24 their past uses?

25 A. Uh-huh. At some point, we've done lots of

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1 like them reassigned at this point. We probably let them
2 know as far as we know they're settled, although it's an
3 ongoing process and I suspect they're going to say why
4 don't you hang on to that in case more come along.

5 Q. Have you had such a conversation with any
6 photographer?

7 A. Conversation about what?

8 Q. About whether you should hang on to the
9 copyright?

10 A. No, because we've got infringement -- active
11 infringement claims so it's not an issue at this point.

12 Q. But you've resolved infringements claims as well,
13 haven't you?

14 A. I have resolved a case with HMM, one of many that
15 are ongoing.

16 Q. Were there any others ongoing at the time the HMM
17 case started?

18 A. I don't know the dates, but I don't even know
19 that the HMM case had begun when they signed these.

20 Q. Were there any other ongoing cases at the time
21 the HMM case started?

22 A. At the time the HMM case started? No, because
23 HMM is the first time in my life we had to take legal
24 action against a publisher.

25 Q. Were there any cases in mind when you sent this

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1 form out to the photographers?

2 A. There were no specific cases in mind.

3 Q. Were there any claims in mind, short of
4 litigation?

5 A. I don't believe there were. I don't know. I
6 don't recall if we had any suspicions at that point. I
7 don't believe there were. I believe we just thought it
8 was long overdo that we protect our images.

9 And with the web and things going digital -- it's
10 easy to steal things -- we felt they should be better
11 protected.

12 (Deposition Exhibit Number D9 was marked for
13 identification.)

14 BY MR. PENCHINA:

15 Q. Would you please take a look at a document marked
16 Exhibit D9 and tell me whether D9 is familiar to you?

17 A. Yes. It looks familiar.

18 Q. What is Exhibit D9?

19 A. It appears to be the, more or less, form e-mail
20 we sent to everyone at the time with this Copyright
21 Assignment, Registration and Accrued Causes of Action
22 Agreement attached to it explaining what we were doing;
23 what we were wanting to do.

24 Q. When you say more or less form, were there other
25 e-mails that went to other photographers?

0204

1 It would have been 30 years ago. I don't know if
2 he was there and I said hi and made small talk or not.

3 Q. Do you belong to any photography or photographer
4 organizations?

5 A. As of today, no.

6 Q. In the last five years, have you belonged to any
7 photographer or photography organizations?

8 A. Yes, we have.

9 Q. Which ones?

10 A. PACA and NAMPA.

11 Q. When did you cease belonging to PACA?

12 A. We did not renew for 2012 with either of them. I
13 believe we were a current member through 2011.

14 Q. When did you begin your membership in PACA?

15 A. Couldn't give you the date, but it's 20 years
16 ago.

17 Q. What about NAMPA?

18 A. Whenever they formed. We were -- whatever year
19 they formed, we joined them. I don't recall when it was.

20 Q. More than ten years ago?

21 A. I can't say for certain.

22 Q. Did you ever attend any conferences, meetings, or
23 the like run by PACA?

24 A. I would say no. I don't recall any.

25 Q. What about NAMPA?

0205

1 A. I went to one or two NAMPA, like, conventions. I
2 think it's -- I remember one for sure. Two.

3 Q. Which was the most recent one that you attended?

4 A. I don't recall. I think it was Fort Meyers,
5 Florida.

6 Q. Do you know when that was?

7 A. No. Again, it's been many, many, many years.

8 Q. And that was the more recent of them?

9 A. Yes. The previous one was in California, if I
10 recall right.

11 Q. When you were a member of these organizations,
12 did you receive literature or newsletters or anything of
13 the like?

14 A. We do get e-mails newsletters nowadays from them.

15 Q. Did you ever get an e-mailed newsletter from PACA
16 or NAMPA relating to copyright infringement claims?

17 A. I know copyright is an issue for the organization
18 for PACA. I don't know about NAMPA so much. They have
19 articles and updates on copyright things and events.

20 Q. Were any of the articles from PACA that you
21 recall seeing ever dealing with the subject of copyright
22 claims against textbook publishers?

23 A. I don't recall any specifics. Nancy Wolfe has a
24 little column in there. Every time it's usually about
25 copyright. There's lots of them. I don't know if one was

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1 about textbook and one was about some magazine or one was
2 about a sculptor.

3 It's updates on all kinds of things and I don't
4 know how they choose what they talk about.

5 Q. Do you remember reading any article by Nancy
6 Wolfe or anyone else about textbook publishers exceeding
7 license restrictions?

8 A. I don't remember anything from NAMPA -- from PACA
9 specifically about textbook copies exceeding print runs.

10 Q. What about from anywhere besides PACA?

11 A. Well, I was involved with HMH. So I saw things
12 and learned things that might have indicated one thing or
13 another. I haven't necessarily looked at every PACA
14 newsletter that comes my way.

15 I'm aware of some abuses by some companies.

16 Q. How did you become aware of those abuses?

17 A. Well, through my own experiences mostly with
18 them.

19 Q. In addition to your own experiences, how have you
20 become aware?

21 A. Well, it's my own experiences, which I guess
22 includes information that may be provided to me by my
23 legal staff, a legal group. You don't talk about this
24 stuff. Other photographers aren't generally out there
25 throwing names around either.

0209

1 Q. Other than what might have been noted on a letter
2 that you received by Wiley, from Wiley or on an invoice
3 form, what notes would you have?

4 A. The notes I have, you have copies of.

5 Q. Well, that wasn't precisely the question.

6 The question is, other than notes on letters that
7 you received from Wiley or on the invoice forms, what
8 other notes do you have of conversations with Wiley?

9 A. I don't think there would be any others because
10 the notes are typically attached to the paperwork they
11 pertain to, are part of a package.

12 So I don't have random notes that we just -- we
13 didn't talk about anyone's birthday that I recall. It
14 just was pertinent information was noted and is part of
15 the license because it was needed to clarify things,
16 usually.

17 It was business related. Sometimes it could have
18 been phone calls on a want list that came through. We
19 might have called up and said we can't make it by Friday,
20 is Monday going to be okay? As simple as that. I didn't
21 take notes to that effect.

22 I might have put the note on a want list, Monday
23 okay or something like that. That would be the extent of
24 it.

25 Q. That same document indicates that you would

0210

1 testify about the discovery of Wiley's infringements.

2 Tell me everything you know about how you discovered

3 Wiley's alleged infringements.

4 A. Well, it began -- I think we talked about it
5 earlier -- it began and my suspicions really started to
6 happen in early 2010 with that Strahler book where they
7 suddenly dropped our photos. And I had offered proviso
8 licensing.

9 They said they dropped our photos; said we had to
10 drop your photos. Then I asked -- I tried for probably a
11 year, another year. I wanted -- she said that the
12 information on the second, third and fourth edition, she
13 said it would be provided when available. So I waited and
14 I waited and I waited.

15 I e-mailed a couple, three, four more times. A
16 year later, it's like when is this going to be provided; I
17 still don't have it. And I said I would also like to send
18 you a spreadsheet listing all the licenses I can find for
19 Wiley so you could provide the information on those
20 projects' titles as well.

21 She said yes, please do send that spreadsheet.
22 Then nothing happened on my request that they promised on
23 the second, third and fourth edition. Nothing happened on
24 the spreadsheet I sent her of additional titles.

25 All along, they're leading me on like it's in the

0211

1 works, we're working on it. Then it got down to a point
2 where they said they wanted me to sign an NDA,
3 nondisclosure agreement before providing that to me.

4 I signed that nondisclosure agreement and still
5 nothing. And then she tells me in there somewhere that
6 there's a lawsuit filed against Wiley by -- she said your
7 lawyers involving that title, the Strahler title, so I
8 can't release information to you on it.

9 I e-mailed her back and I said I know nothing
10 about a lawsuit against Wiley; it certainty wasn't filed
11 by DRK Photo; we have no intention of filing anything
12 against John Wiley; if you and I can settle this amiably
13 between our two companies, and still nothing.

14 That's what put us here.

15 Q. That's how you discovered alleged infringements
16 by Wiley?

17 A. That's when -- I guess I would say I first became
18 suspect of problems with John Wiley licensing and perhaps
19 they weren't honoring the licenses granted to them.

20 Q. You had no such suspicions prior to that?

21 A. I didn't. I don't have suspicions really against
22 anybody. I don't know why I would suspect someone until I
23 have reason to suspect them.

24 (Deposition Exhibit Number D53 was marked for
25 identification.)

0215

1 Q. Prior to around the time that you sent this
2 e-mail, had you requested audit information of your
3 publishers?

4 A. Of any publisher?

5 Q. Yes.

6 A. If an audit means to double-check on some things,
7 yes.

8 Q. So you, prior to the point that you sent this
9 e-mail to Wiley, had asked other publishers to
10 double-check on the past licensing to that publisher?

11 A. Yes.

12 Q. How often would you do something like that?

13 A. Typically, we -- when a request comes in to
14 re-permission the picture -- and it's pretty unique to the
15 textbook industry because they have the different
16 editions -- typically when a request comes in to
17 re-permission images, mostly say for the next edition, is
18 when we ask them about previous editions just to make sure
19 that our licensing is in adequacy of previous licensing.

20 Q. So it was something that you frequently did with
21 other publishers?

22 A. As requests to re-permission came in, we would
23 follow back, sometimes to the effect, you know -- prior to
24 dealing with this current request, we would like to check
25 on previous uses of these same images we're showing that

0216

1 they appeared in these books; can you give us information
2 on this to make sure we're good?

3 Q. Is that a standard practice of yours?

4 A. It is. Not standard practice. Again, we're a
5 little mom and pop. Pop, pretty much. So when these
6 requests come in, again, mostly protected by publishers
7 because it's dealing with additional editions, we take
8 that opportunity to check on the adequacy of the previous
9 license.

10 Q. Was that a recurring practice of yours?

11 A. We've done it several times. We have sent out
12 e-mails to that effect many times. Not necessarily this
13 exact wording.

14 Q. Was Exhibit D53 the first instance of where you
15 sent an e-mail of this type to Wiley, particularly with
16 reference to the word "audit"?

17 A. I have no idea if I used "audit" in any previous
18 e-mails to them, but I don't recall having any auditing
19 with Wiley in the past. It just struck me as very unusual
20 because we had a great relationship, that out of the blue,
21 they just dropped our pictures when I asked a question.

22 Q. Did they drop your pictures after you sent this
23 e-mail or before? It's not your testimony that this
24 e-mail was in response to their dropping your pictures, is
25 it?

0217

1 A. I'm dealing with Sara here. Sara is the one that
2 initially sent the photo request to me and I had to get
3 back to her to clarify the copyright year, the book. She
4 told me it was 2010.

5 I believe it happened within days after this
6 e-mail that Wiley dropped a dozen or more of our pictures
7 that they had been using in edition, after edition, after
8 edition. And that was a big white elephant, oh, my God,
9 what did we do?

10 Q. So this e-mail Exhibit D53 was not a response to
11 Wiley dropping your pictures, correct?

12 A. No. I was just querying them on previous
13 editions after getting the initial re-permissioning
14 request from Sara.

15 Q. So it wasn't in response to a problem with Wiley,
16 as you testified to a minute or two ago?

17 A. I testified that this was sent to someone in
18 regards to a problem? I sent this to her in regards to a
19 re-permissioning request we received asking her for the
20 copyright year, number one, and then additional
21 information on the second, third, fourth edition in that
22 same title.

23 Q. As you sit here today, can you recall any other
24 e-mail requesting the same information from Wiley, the
25 same type of information?

0222

1 our imagery.

2 Q. In connection with that incident, did you have a
3 letter that you sent to National Geographic publicly
4 distributed and invite other photographers or stock
5 agencies to weigh in with you about their thoughts on this
6 issue?

7 A. I don't recall doing anything like that. I
8 broadcast something to someone looking for broader
9 support? That's how I understood you asking me if I sent
10 something out trying to form a union against something.
11 That was the question. I don't remember doing anything
12 like that.

13 Q. Did you provide a copy of your letter to National
14 Geographic to Jim Pickrell?

15 A. I don't recall specifically requesting a copy of
16 any letter to Jim Pickrell. I'm never met Jim Pickrell
17 that I recall.

18 Q. Did you supply background information about this
19 dispute to Mr. Pickrell?

20 A. I don't remember ever e-mailing or writing Jim
21 Pickrell about an issue we had with National Geographic.
22 He could have been aware of it through other sources, but
23 I don't remember doing anything with Mr. Pickrell.

24 Q. Did you sign off on any submission to a
25 photography community with a welcome comment in the

Page No.	Line No.	Correction	Reason	
7	21	we license	I believe "re-license" to be incorrect.	
9	10	we're small	I believe "We were small" to be incorrect.	
10	4	lightboxes	I believe "white boxes with lights" to be incorrect.	
15	24	questioning me about licensing	I believe "questioned me about licenses" to be incorrect.	
18	17	at another	I believe "in another" to be incorrect.	
19	5	Galen	I believe "Gail" to be incorrect.	
20	11	Galen	I believe "Gail" to be incorrect.	
21	6	not been involved	I believe "has been involved" to be incorrect.	
24	24	PHOTO	I believe "photos" to be incorrect.	
24	25	who we are	I believe "who are" to be incorrect.	
25	8	licensed	I believe "license" to be incorrect.	
26	9	didn't	I believe "don't" to be incorrect.	
27	7	questions	I believe "answers" to be incorrect.	
31	19	failed in it's efforts to	I believe "failed to" to be incorrect.	
37	19	we've	I believe "we" to be incorrect.	
37	22	fourth editions just	I believe "fourth just" to be incorrect.	
38	23	had	I believe "have" to be incorrect.	
39	13	needed	I believe "need" to be incorrect.	
39	16	get the licensing	I believe "get licensing" to be incorrect.	
43	5	they were	I believe "there was" to be incorrect.	
43	20	of	I believe "to" to be incorrect.	
44	5	was	I believe "went" to be incorrect.	
45	14	print edition only	I believe "print only" to be incorrect.	
46	3	we've got	I believe "we got" to be incorrect.	
50	11	PHOTO	I believe "photos" to be incorrect.	
50	16	see it	I believe "say" to be incorrect.	
52	10	delete "those"	I believe "those" to be incorrect.	
52	13	checked	I believe "looked" to be incorrect.	
53	5	company	I believe "copy" to be incorrect.	
55	7	offer (?)	I believe "forward" to be incorrect. It doesn't make sense.	
55	9	me as a	I believe "me as" to be incorrect.	
61	12	no	I believe the question was "There's no print run number on here, is there?".	
64	5	delete "duly"	Not sure I said "duly". Not a word I typically use.	

DRK 7-13-2012
1 of 5

Depo Corrections, DRK v. WILEY, # 76 143 00193 11

65	8	a	I believe "to" to be incorrect.	
68	16	images	I believe "imagery" to be incorrect.	
71	4	A	I believe "8" to be incorrect	
74	2	delete "there's"	I believe it should read "I've"	
74	3	of certain	I believe "on certain" to be incorrect	
76	21	insert "it" between the words "has" and "or"	Clarification	
77	23	I've	I believe "I" to be incorrect	
82	9	they're	I believe "we're" to be incorrect	
82	12	insert "a" in front of beautiful	Clarification	
82	13	Then	I believe "Them" to be incorrect	
82	24	insert "a" in front of "licensing"	Clarification	
83	21	replace "most" with "moose"	I believe "most" to be incorrect	
84	16	lists	I believe both instances of "list" to be incorrect	
85	22	delete "the"	I believe "the" to be incorrect	
87	8	delete "arrived of" and replace with "defined as"	I believe "arrive at" to be incorrect	
89	17	delete "get"	I believe "get" to be incorrect	
89	17	change "distributed" to "distribute"	I believe "distributed" to be incorrect	
90	13	delete "US", replace with "English"	I believe "US" to be incorrect	
90	15	replace "them" with "the"	I believe "them" to be incorrect	
90	24	delete "progression of"	I believe "progression of" to be incorrect	
91	3	delete "I heard people saying" and replace with "I've asked people"	I believe "I heard people saying" to be incorrect	
93	4	change "charge" to "charged", and change "corporate" to "appropriate"	I believe "charge" and "coporate" to be incorrect	
93	9	change "The two ways you're looking at it" to "There's two ways of looking at it"	I believe "The two ways you're looking at it" to be incorrect	
99	11	registered	I believe "register" to be incorrect	
104	20	replace "that Ekol" with "the eCO"	I believe "that Ekol" to be incorrect	
105	7	we're going to do	I believe "we weren't doing" to be incorrect	
105	9	delete "just"	I believe "just" to be incorrect	
106	9	Wu	I believe "Woo" to be incorrect	
106	15	insert "my" in front of "brain"	Clarification	
106	16	who	I believe "what" to be incorrect	
106	16	insert "you" between "who" and "can" at end of line.	Clarification	
106	24	Wu	I believe "Woo" to be incorrect	
107	3	don't	I believe "didn't" to be incorrect	

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109	13	insert "office" after copyright	I believe it should read "copyright office"	
109	16	deductions	I believe "deduction" to be incorrect	
109	16	delete "on this"	I don't believe "on this" should be there.	
111	13	from	I believe "for" to be incorrect	
111	16	could	I believe "can" to be incorrect	
115	2	insert "are" in between "and: and "up"	I believe "and up" to be incorrect	
120	12	The	"It's" doesn't make sense. "The" makes sense.	
121	15	say	I believe "save" to be incorrect	
121	16	Wu	I believe "Woo" to be incorrect	
121	17	was	I believe "were" to be incorrect	
123	7	insert "an" between "be" and "assignment". Delete the word "on".	Clarification of my response.	
124	20	it's	I believe "his" to be incorrect	
125	22	PHOTO	I believe "photos" to be incorrect	
127	14	photo editors	I believe "photographers" to be incorrect	
127	15	additions	I believe "editions" to be incorrect	
137	9	registered	I believe "registered" makes more sense than "registration".	
137	17	replace "these" with "this", and delete "but"	I believe "these, but" to be incorrect	
138	3	insert "the" between "to" and "public"	the word "the" was missing.	
140	16	replace "an Ekol" with "the eCO"	I believe "an Ekol" to be incorrect	
141	18	"was" should be "were"	I believe "were" to be incorrect	
141	22	"original" should be "originals"	I believe "original" to be incorrect	
142	8	replace "base" with "being"	I believe "base" to be incorrect	
142	18	replace "you" with "we"	I believe "you" to be incorrect	
146	22	delete "a big"	I believe "a big" to be incorrect	
148	8	The agreement does mention sole and exclusive in regards to the photos delivered to DRK but we did not enforce exclusivity with Johnny Johnson.	Upon further review of the agreement I noticed it did mention sole and exclusive so the response "This is a nonexclusive agreement" needs to be corrected.	
153	15	delete "the" and replace with "from a"	Clarification	
153	20	delete "how"	Clarification	
153	21	delete "to make"	Clarification	
155	25	representation	I believe "registration" to be incorrect	

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164	12	I should have proof of which photos are covered by this registration, but not the other items.	Clarification	
168	6	insert "with" in front of "These"	Clarification	
172	2	replace "one" with "ones"	I believe "one" to be incorrect	
175	23	the	I believe "these" to be incorrect	
181	20	previously	I believe "previous" to be incorrect	
181	21	delete "just track" and replace with "tracking"	I believe "just track" to be incorrect	
184	23	replace "he" with "I"	I believe "he" to be incorrect	
185	17	delete "accrued"	I believe "accrued" to be incorrect	
186	15 & 16	I do not understand this response, it is incomplete.	I do not understand this response, it is incomplete	
187	10	them	I believe "that" to be incorrect	
187	13	you've	I believe "you" to be incorrect	
188	12	certain	I believe "certainty" to be incorrect	
190	4	certain	I believe "certainty" to be incorrect	
191	3	delete "to"	I believe "to" to be incorrect	
192	6	certain	I believe "certainty" to be incorrect	
192	12	likely	I believe "unlikely" to be incorrect	
193	14	insert "our" between "that" and "Val"	Clarification	
194	9	replace "letterhead" with "logo"	Clarification	
194	12	insert "portion" after "text"	Clarification	
194	13	in	I believe "into" to be incorrect	
194	17	insert "text" after "this"	Clarification	
195	6	sheets	I believe "sheet" to be incorrect	
195	9	delete "right to"	Clarification. "right to" makes no sense in this sentence.	
196	25	insert "a" between "for" and "book"	Clarification	
200	8	point	I believe "pointed" to be incorrect	
201	25	I've	I believe "I" to be incorrect	
203	3	it	I believe "there" to be incorrect	
203	8	I've	I believe "I" to be incorrect	
204	10	NANPA	I believe "NAMPA" to be incorrect	
204	17	NANPA	I believe "NAMPA" to be incorrect	
204	25	NANPA	I believe "NAMPA" to be incorrect	
205	1	NANPA	I believe "NAMPA" to be incorrect	

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205	14	e-mail	I believe "e-mails" to be incorrect	
205	16	NANPA	I believe "NAMPA" to be incorrect	
205	18	NANPA	I believe "NAMPA" to be incorrect	
206	8	NANPA	I believe "NAMPA" to be incorrect	
207	23	what	I believe "where" to be incorrect	
210	11	replace "another year" with "at least a year"	Clarification	
214	13	use	I believe "mean" to be incorrect	
215	19	this line makes no sense to me as I read it. I may have said something like "that our previous licensing is adequate" or "of the adequacy of our previous licensing"	Clarification	
216	6	from textbook publishers	I believe "protected by publishers" to be incorrect	
217	2	replace "photo" with "re-permission"	Clarification	
217	21	of	I believe "in" to be incorrect	
220	23	spider	I believe "expired" to be incorrect	
221	1	delete "it"	Clarification	
221	23	replace "agreement" with "use"	I believe "agreement" to be incorrect	
221	24	were	I believe "was" to be incorrect	
222	15	sending	I believe "requesting" to be incorrect	
222	16	I've	I believe "I'm" to be incorrect	
226	12	they	I believe "we" to be incorrect	
226	21	replace "edition" with "editions"	Clarification	
229	22	certain	I believe "certainty" to be incorrect	
230	18	of	I believe "on" to be incorrect	
230	18	insert "rights" after "reproduction"	Clarification	
230	23	there's	I believe "they're" to be incorrect	
231	11	higher	I believe "hiring" to be incorrect	
232	5	photo	I believe "photocopy" to be incorrect	

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1 accomplish this in the same day. I appreciate you staying
2 here.

3 MR. PENCHINA: Thank you. Same to the court
4 reporter.

07:02 5 (Whereupon, the deposition concluded at
6 7:00 p.m.)

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DANIEL KRASEMANN

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